(G.C.P.)J 455 (5,00,000)-11.2001) Spl-H.C.,A.S.,C.D.,78e

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
First Appeal No.165 of 2006

Office Notes, Office Memoranda of Coram, appearances, Court's order or directions and Registrar's order.	Court's or Judge's orders

Shri S.N.Chandrachood for the appellant.

None for the respondents.

CORAM: R.M.S.KHANDEPARKAR
&
S.R.SATHE, JJ

DATED: 17TH APRIL, 2006.

P.C.

1. Heard the learned advocate for the appellant. None present for the respondents.

2. The trial Court has refused to grant specific performance of the agreement between the parties on the ground that the agreement for sale was executed by the person not competent to enter into an agreement, as he was minor at the time when the agreement was sought to be executed. The law on the point being well settled, no

fault can be found with the said finding arrived at by the trial Court and refused to grant specific performance of the agreement. The trial Court has simultaneously directed the refund of the money which was paid to the concerned party at the time of execution of the agreement. Being so, the trial Court has taken proper care to ensure that no loss is caused to the appellant.

3. In the circumstances, there is absolutely no case for interference in the impugned order and hence, the appeal is liable to be rejected in limini in exercise of powers under Order XLI Rule 11 of the Code of Civil Procedure, 1908. Accordingly, the appeal is rejected in limini.

(R.M.S.KHANDEPARKAR, J)

(S.R.SATHE, J)